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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

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Attorneys for Defendant
RICOH COMPANY, LTD.

18 IN RE RICOH COMPANY LTD.
19 PATENT LITIGATION

CASE NO. C 03-02289 JW

**STIPULATION AND ~~PROPOSED~~
ORDER SUPPLEMENTING THE
COURT'S APRIL 26, 2012 ORDER
AWARDING COSTS WITH AGREED-TO
PAYMENT SCHEDULE**

Date: June 18, 2012
Time: 9:00 a.m.
Judge: Hon. James Ware
Dept.: Courtroom 9, 19th Floor

WHEREAS, on April 26, 2012, the Court issued an order requiring Defendant Ricoh Company, Ltd. ("Ricoh") to pay to Plaintiff Synopsys, Inc. ("Synopsys") the amount of \$675,154.75 by May 25, 2012 (D.I. 790, "the April 26 Order");

WHEREAS, Ricoh has not yet paid the amount or posted a bond, but instead filed a Notice of Appeal on April 21, 2012 (D.I. 791) and a Motion for Stay of April 26, 2012 Order Pending Appeal and for Expedited Consideration on May 23, 2012 (D.I. 793);

WHEREAS, Synopsys opposes Ricoh's Motion for Stay;

WHEREAS, the parties wish to resolve their differences regarding procedures associated with Ricoh's payment of the \$675,154.75 award to Synopsys without the Court's involvement;

WHEREAS, counsel for the parties have met and conferred and agreed upon an alternate payment schedule for the costs awarded to Synopsys as set forth below, which the parties jointly and respectfully request that the Court adopt.

Accordingly, **IT IS HEREBY STIPULATED** by the parties pursuant to N.D. Cal. Civil L.R. 7-12, that the April 26 Order should be supplemented as set forth herein:

1. By July 3, 2012, Ricoh will pay the awarded costs into an interest bearing escrow account administered by Dickstein Shapiro LLP ("the Escrow Account").
2. Ricoh intends to appeal the April 26 Order as to some or all of the \$675,154.75 awarded by the Court in costs to Synopsys. The date Ricoh files its appellant's brief is defined as the "Appeal Date."
3. Any amount in the Escrow Account that is not part of the portion of the April 26 Order appealed by Ricoh in its appellate brief filed on the Appeal Date shall be known as the "Unappealed Portion."
4. Within two (2) weeks of the Appeal Date, Ricoh (or Dickstein Shapiro LLP, on behalf of Ricoh) will pay to Synopsys the following amounts:
 - a. The Unappealed Portion;
 - b. Proportional Interest on the Unappealed Portion. As used herein, "Proportional Interest" is interest on the portion then in the Escrow Account, multiplied by a fraction representing the percentage of the amount in the Escrow Account to be

1 paid. In other words, if there is \$675,000 in the Escrow Account, and Ricoh pays
 2 out \$135,000, the Proportional Interest is 20% of the interest accrued at the time
 3 of payment. Later, if out of the \$540,000 in remaining principle, \$270,000 is
 4 paid, the Proportional Interest is 50% of the then-accrued interest at the time of
 5 payment.

6 5. Synopsys will provide wire instructions for all payments by Ricoh, by sending them to
 7 counsel of record for Ricoh.

8 6. Following the issuance of the Federal Circuit's mandate after a decision on Ricoh's
 9 appeal, the remaining amount in the Escrow Account will be settled as follows, within
 10 two (2) weeks of the issuance of the mandate:

11 a. Any amount affirmed by the Federal Circuit will be paid to Synopsys plus
 12 Proportional Interest.

13 b. Any amount reversed by the Federal Circuit will be refunded to Ricoh plus
 14 Proportional Interest.

15 c. Any amount remanded by the Federal Circuit plus Proportional Interest will be
 16 kept in the Escrow Account, pending further order by the district court or further
 17 stipulation among the parties.

18 7. Ricoh (or Dickstein Shapiro LLP, on behalf of Ricoh) will provide Synopsys with
 19 account statements beginning on June 30, 2012 and every three months thereafter until
 20 the full amount of costs awarded by the Federal Circuit plus Proportional Interest has
 21 been paid.

22 8. Each party reserves all further rights and remedies not specified within this stipulation,
 23 such as the right to seek attorneys' fees on appeal or subsequent remand.

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 25 **SO STIPULATED THROUGH COUNSEL OF RECORD.**

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Dated: June 7, 2012

Respectfully submitted,

LATHAM & WATKINS LLP

By: /s/ Richard G. Frenkel

Ron E. Shulman
Terry Kearney
Richard G. Frenkel

Attorneys for SYNOPSYS, INC.

Dated: June 7, 2012

DICKSTEIN SHAPIRO LLP

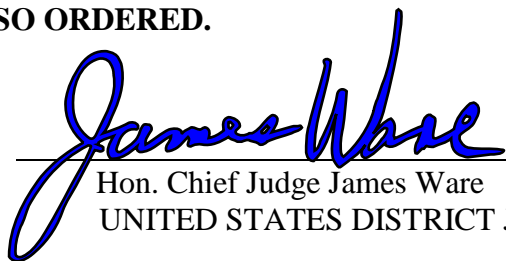
By: /s/ Gary M. Hoffman

Gary M. Hoffman
Kenneth W. Brothers
Krista Carter
Cathy Chen

Attorneys for RICOH COMPANY, LTD.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: June 12, 2012


Hon. Chief Judge James Ware
UNITED STATES DISTRICT JUDGE